

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LORILLARD TOBACCO COMPANY,	§	
	§	
Plaintiff,	§	
	§	
VS.	§	CIVIL ACTION NO. 03-2677
	§	
KHAI MINH VU, Individually and Doing	§	
Business as SUPER JOHN FOOD MART,	§	
	§	
Defendant.	§	

MEMORANDUM AND ORDER

Lorillard Tobacco Company sued Khai Minh Vu, individually and d/b/a Super John Food Mart (“Vu”) on July 18, 2003. Lorillard alleged that Vu sold goods bearing counterfeits of Lorillard’s registered trademark. (Docket Entry No. 1). On October 5, 2004, the parties entered into a confidential Settlement Agreement, (Docket Entry No. 33, Ex. A), and this court permanently enjoined Vu from further infringement of Lorillard’s trademark. (Docket Entry No. 32). This court retained jurisdiction to enforce the permanent injunction and Settlement Agreement. (*Id.*). *See Hospitality House, Inc. v. Gilbert*, 298 F.3d 424, 430 (5th Cir. 2002) (holding that a court may retain jurisdiction to enforce a settlement agreement in its dismissal order).

Under the Settlement Agreement, Vu agreed to pay Lorillard \$11,500. (Docket Entry No. 33, Ex. A). The first payment, \$2,500, was due within fifteen days after Vu signed the Agreement, October 11, 2004. (*Id.*). Vu was required to pay at least \$400 each month and to pay the remaining balance of \$9,000 by September 15, 2005. (*Id.*). The Settlement

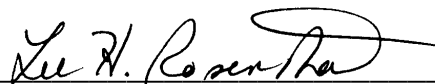
Agreement provided that, should Vu fail to pay according to its terms, Lorillard would be entitled to accelerate the balance and to recover additional damages of \$3,000, attorney's fees, and costs. (*Id.*).

Vu has paid only \$7,300. On March 7, 2006, Lorillard provided Vu with written notice that he was in default. (Docket Entry No. 33, Ex. C). Vu failed to pay the outstanding balance. On May 4, 2006, Lorillard moved to enforce the Settlement Agreement and for final judgment in the amount of \$7,700. This includes the outstanding balance of \$4,200; \$3,000 in liquidated damages; and \$500 for reasonable attorney's fees. (Docket Entry No. 33). Vu did not respond to Lorillard's notice or motion.

In accordance with the terms of the Settlement Agreement, this court grants Lorillard's motion. This court enters judgment that Khai Minh Vu, individually and doing business as Super John Food Mart, must pay Lorillard Tobacco Company \$7,700. *See Donnell v. BellSouth Telecomms., Inc.*, 91 Fed. Appx. 343, 343 (5th Cir. 2004) (holding that a court may award reasonable attorney's fees incurred in enforcing a settlement agreement).

Final judgment will be entered by a separate order.

SIGNED on June 8, 2006, at Houston, Texas.

A handwritten signature in black ink, reading "Lee H. Rosenthal", is written over a horizontal line.

Lee H. Rosenthal
United States District Judge